



Ethernet Service Agreement

This Ethernet Service Agreement ("Service Agreement") between Peak 10 ("Customer") and TelCove TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Node	Site	Customer NPA/NXX	PAC/PORT/VLAN	Term	Non-Recurring Charge / Install	Monthly Recurring Charge
1	Peak 10 733 Barret Avenue Louisville KY 40204	502-315	10MEG PAC	24 MO	\$1000**	\$372
2	Greenbaum, Doll & McDonald 300 W Vine Street #100 Lexington KY 40507	859-255	10MEG PAC	24 MO	\$1000**	\$372
	DEDICATED TRANSPORT		TRANSPORT	24 MO	\$1000**	\$1320
Totals*						\$2064

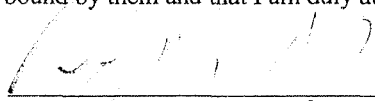
*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Peak 10

Signature: 

State of Organization/Incorporation: _____

Name: Matthew J. Phillips

Customer Address: 733 Barret Avenue Lou KY 40204

Title: VP CPS, ETC

Customer Billing Telephone Numbers: 502-315-6015

Date: 6/29/06

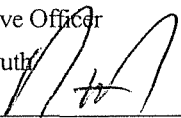
TelCove Approval:

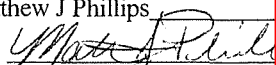
President & Chief Executive Officer

General Manager Approval of Business Terms

Name: Robert E. Guth

Name: Matthew J Phillips

Signature: 

Signature: 

Date: 7/21/06

Date: 6/30/06

AE_Greg Davidson

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
9/11/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

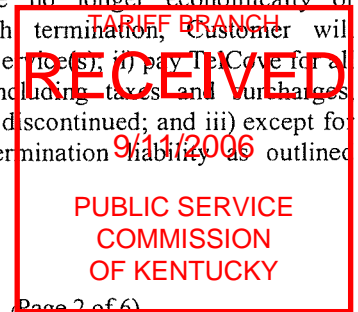
liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.



10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

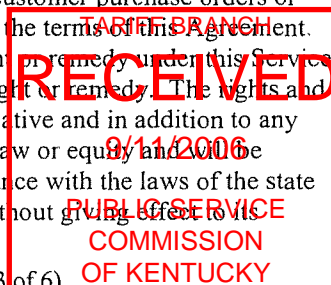
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

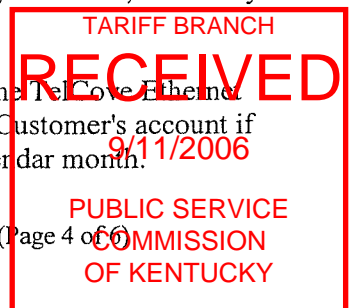
17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and shall be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to any conflict of laws provisions. ****



TELCOVE ETHERNET PRODUCT SERVICE LEVEL AGREEMENT

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
 - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
 - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
 - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
 - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
 - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
 - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
 - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
 - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
 - (iii) Network downtime during TelCove scheduled maintenance window.
 - (iv) Force majeure events.
 - (v) Acts or omission or Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.
- (i) **Example:** Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

***NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

****NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.

